

**AMENDMENT TO THE AGREEMENT
BETWEEN
HOME TELECOM, LLC
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T SOUTH CAROLINA**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina") and Home Telecom, LLC ("CLEC"). AT&T South Carolina and CLEC are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T SOUTH CAROLINA and CLEC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective September 16, 2007 and as subsequently amended (the "Agreement"); and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The following definitions are added to the General Terms and Conditions:

"Out of Exchange LEC (OE-LEC)", means CLEC when it is operating within AT&T SOUTH CAROLINA's incumbent local Exchange Area and also providing Telecommunications Services in another ILEC's incumbent local Exchange Area in the same LATA unless traffic is associated with Commission ordered InterLATA local calling.

"Out of Exchange Traffic" is Section 251(b)(5) Traffic, ISP-Bound Traffic, FX, IntraLATA traffic and/or InterLATA Section 251(b)(5) Traffic exchanged pursuant to an FCC approved or court ordered InterLATA boundary waiver that:

Originates from an OE-LEC End User located in another ILEC's incumbent local Exchange Area and terminates to an AT&T SOUTH CAROLINA End User located in an AT&T SOUTH CAROLINA local Exchange Area; or

Originates from an AT&T SOUTH CAROLINA End User located in an AT&T SOUTH CAROLINA local Exchange Area and terminates to an OE-LEC End User located in another ILEC's incumbent local Exchange Area.

2. The following Section 12 entitled "Out of Exchange Traffic" is added to Attachment 3 Network Interconnection:

12.1 Interconnection services are available in accordance with Section 251(a)(1) of the Act for the purposes of exchanging traffic to/from a non-AT&T SOUTH CAROLINA incumbent exchange in accordance with this Section 12.

12.2 The Parties acknowledge and agree that AT&T SOUTH CAROLINA is only obligated to make available Interconnection under Section 251(c)(2) of the Act to CLEC at technically feasible points within AT&T SOUTH CAROLINA's network and not in locations, such as territories of other ILECs, where AT&T SOUTH CAROLINA does not maintain a network. Other

Attachments to this Agreement set forth the terms and conditions pursuant to which AT&T SOUTH CAROLINA agrees to provide CLEC with access to Unbundled Network Elements under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act and/or Resale under Section 251(c)(4) of the Act in AT&T SOUTH CAROLINA's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services.

12.3 For purposes of this Attachment, OE-LEC intends to operate and/or provide Telecommunications Services outside of AT&T SOUTH CAROLINA incumbent local Exchange Areas and desires to interconnect OE-LEC's network with AT&T SOUTH CAROLINA's network(s).

12.4 For purposes of this Attachment, OE-LEC agrees to interconnect with AT&T SOUTH CAROLINA pursuant to Section 251(a) of the Act.

12.5 Network Connections For Out of Exchange Traffic:

12.5.1 OE-LEC represents that it operates as a CLEC within AT&T SOUTH CAROLINA Exchange Areas and has a POI located within AT&T SOUTH CAROLINA Exchange Areas for the purpose of providing telephone Exchange Service and Exchange Access in such AT&T SOUTH CAROLINA Exchange Areas. Based upon the foregoing, the Parties agree that AT&T SOUTH CAROLINA's originating traffic will be delivered to OE-LEC's existing POI arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in this Agreement. AT&T SOUTH CAROLINA will accept OE-LEC's Out of Exchange Traffic at its Tandem Switch over local interconnection facilities that currently exist or may exist in the future between the Parties to or from OE-LEC's out of Exchange Areas to or from AT&T SOUTH CAROLINA's End Offices. When such Out of Exchange Traffic is Section 251(b)(5) Traffic and ISP-Bound Traffic that is exchanged between the End Users of OE-LEC and AT&T SOUTH CAROLINA, the Parties agree to establish a direct End Office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an AT&T SOUTH CAROLINA End Office.

12.5.2 OE-LEC shall establish a trunk group for Out of Exchange Traffic from OE-LEC to each AT&T SOUTH CAROLINA serving Tandem in a LATA. This requirement may be waived upon mutual agreement of the Parties.

12.5.2.1 In AT&T SOUTH CAROLINA, where CLEC does not interconnect at every AT&T serving Tandem in a LATA, CLEC must use Multiple Tandem Access (MTA) to route traffic in accordance with the Agreement (Attachment 3, Section 4.10.2.5).

12.5.3 Transport facilities for 911, Mass Calling, OS/DA, Third Party and Meet Point Trunk Groups are the responsibility of OE-LEC from OE-LEC to the serving Tandem or platform that provides each such service type.

12.5.4 OE-LEC shall route originating Out of Exchange Traffic to the serving Tandem as defined by the Tandem owner in the LERG.

12.5.5 If AT&T SOUTH CAROLINA is not the serving Tandem as reflected in the LERG, the OE-LEC shall route Out of Exchange Traffic directly to the serving AT&T SOUTH CAROLINA End Office.

- .12.5.6 Except as otherwise provided in this Section 12, for OE-LEC originated/AT&T SOUTH CAROLINA terminated traffic or AT&T SOUTH CAROLINA originated/ OE-LEC terminated traffic, if any such traffic is improperly routed by one Party over any trunk groups to the other Party and/or not routed in accordance with this Section 12, the Parties will work cooperatively to correct the problem.
- .12.5.7 AT&T SOUTH CAROLINA shall not compensate any Third Party Local Exchange Carrier and/or Telecommunications Carrier for any traffic that is inappropriately routed to AT&T SOUTH CAROLINA (as reflected in the LERG). The obligation to correctly route traffic also includes traffic that is destined to End Offices that do not subtend an AT&T SOUTH CAROLINA Tandem. Any compensation due AT&T SOUTH CAROLINA for such misrouted traffic shall be paid by OE-LEC. AT&T SOUTH CAROLINA shall provide notice to OE-LEC pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, OE-LEC shall be given thirty (30) calendar days to cure such misrouting.
- .12.5.8 Neither Party shall deliver traffic destined to terminate at the other Party's End Office via a Third Party ILEC's End Office or Tandem.
- .12.5.9 Connection of a trunk group from OE-LEC to AT&T SOUTH CAROLINA's Tandem(s) will provide OE-LEC access to End Offices, IXCs, LECs, CMRS providers and NXXs which subtend that Tandem(s). Connection of a trunk group from one Party to the other Party's End Office(s) will provide the connecting Party access only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties access only to the NXXs that are served by that End Office(s).
 - .12.5.9.1 In AT&T SOUTH CAROLINA, if OE-LEC does not choose Access Tandem interconnection at every AT&T SOUTH CAROLINA Access Tandem within a LATA, OE-LEC must utilize AT&T SOUTH CAROLINA's MTA Interconnection. To utilize MTA, OE-LEC must establish an interconnection trunk group(s) at a minimum of one AT&T SOUTH CAROLINA Access Tandem within each LATA as required.
- .12.5.10 AT&T SOUTH CAROLINA will open OE-LEC NPA-NXX codes, rated to or identified to reside in non-AT&T SOUTH CAROLINA Exchange Areas, in AT&T SOUTH CAROLINA Tandems and End Offices using AT&T SOUTH CAROLINA's standard code opening timeframes.
- .12.6 Intercarrier Compensation for Out of Exchange Traffic:
 - .12.6.1 The compensation arrangement for Out of Exchange Traffic exchanged between the Parties is described in the Agreement (Attachment 3, Section 8).
- .12.7 InterLATA Section 251(b)(5) Traffic:
 - .12.7.1 AT&T SOUTH CAROLINA will exchange AT&T SOUTH CAROLINA InterLATA Section 251(b)(5) Traffic that is covered by an FCC approved or court ordered InterLATA boundary waiver. AT&T SOUTH CAROLINA will exchange such traffic using two-way direct final trunk groups (i) via a facility to OE-LEC's POI in the

originating LATA, or (ii) via a facility meet point arrangement at or near the Exchange Area Boundary (EAB), (iii) via a mutually agreed to meet point facility within the AT&T SOUTH CAROLINA Exchange Area covered under such InterLATA waiver, or (iv) via another mutually agreeable method. If the exchange where the traffic is terminating is not an AT&T SOUTH CAROLINA exchange, AT&T SOUTH CAROLINA shall exchange such traffic using a two-way Direct Final (DF) trunk group (i) via a facility to OE-LEC's POI within the originating LATA, (ii) via a mutually agreed to facility meet point arrangement at or near the EAB, or (iii) via another mutually agreeable method. AT&T SOUTH CAROLINA will not provision or be responsible for facilities located outside of AT&T SOUTH CAROLINA Exchange Areas.

- 12.7.2 The Parties agree that the AT&T SOUTH CAROLINA InterLATA Section 251(b)(5) Traffic from each AT&T SOUTH CAROLINA End Office will not overflow to an alternate route.
 - 12.7.3 OE-LEC must provide AT&T SOUTH CAROLINA a separate Access Customer Terminal Location (ACTL) and Local Routing Number (LRN) specific to each InterLATA local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.
- 3. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 - 4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
 - 5. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 - 6. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Effective Date").

Home Telecom, LLC

BellSouth Telecommunications, Inc. d/b/a
AT&T South Carolina by AT&T Operations,
Inc., its authorized agent

By: H. Keith Oliver

By: Eddie A. Reed, Jr.

Printed: H. Keith Oliver

Printed: Eddie A. Reed, Jr.

Title: Sr., VP, Corp Operations
(Print or Type)

Title: Director-Interconnection Agreements

Date: August 24, 2010

Date: 8-31-10

SOUTH CAROLINA

CLEC OCN - 712C

ACNA - HEM